

Agenda Item: 8.

## MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee  
FROM: Eric Williams, Natural Resources Planner  
DATE: May 30, 2017  
SUBJECT: Bicycle and Pedestrian Counter, Interlocal Agreement with City of Omaha

The purpose of this Interlocal Agreement is to specify the terms and conditions upon which the City of Omaha will purchase, install, operate, and maintain equipment to count the number of bicycle and pedestrian users of trail facilities in the metro area.

District staff have been involved in discussions with the City of Omaha, Planning Department about methods of counting different types of trail users. To date, the best information available regarding trail use came from UNO Professor Donald Greer through the annual "TrailFest" event conducted in the spring. A one-day count identified the number, and type of users at various locations along the trail system. This provided an estimate, but significant variability was expected due primarily to weather, as well as other considerations.

In summer 2016, a pilot program was conducted with mobile equipment along the Keystone Trail, Field Club Trail, and at the Bob Kerry Pedestrian Bridge (see the green starred locations on the attached map). Following that pilot, permanent hardware was installed at both the Field Club Trail, and at the approach to the Pedestrian Bridge (see pilot program data, attached). Funding from the District will be a single reimbursement of \$15,000, and will provide for 3 additional stations to be installed along trails adjacent to creeks. Expected locations are to be along the Keystone Trail, Big Papio Trail, and West Papio Trail (see the yellow starred locations on the attached map). The total system with this new hardware will have 9 stations, including one mobile station which can be placed along trails for counting during large events, or at other times as needed.

District staff will have input to the exact station placement, and will have login access to all data collected from all stations. Data can be viewed by days of the week, time of day, and measured down to 15-minute intervals. This information will be extremely helpful at understanding the benefits that District investment in the trail system has provided to our community through recreation, active transportation, and access to natural resources.

A proposed interlocal agreement with the City of Omaha outlining the placement of three stations along the Papillion Creek Trail system, and the \$15,000 District contribution to the program is attached.

- **Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Interlocal Cooperation Agreement with the City of Omaha for the "Automated Bicycle and Pedestrian Counter Program", subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

## AGREEMENT

THIS AGREEMENT is hereby made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Omaha, a municipal corporation located at 1819 Farnam Street, Omaha, Douglas County, Nebraska (hereinafter referred to as the "City"), and PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("District"), a natural resources district organized and existing under the laws of the State of Nebraska, on the terms, conditions and provisions as set forth below.

District and the City agree as set forth below:

### I. PROJECT NAME AND DESCRIPTION

#### Automated Bicycle and Pedestrian Counter Program

The City of Omaha is committed to promoting active modes of transportation to support public health, environmental sustainability, and the efficient use of city resources. To that end, we are working to expand its bicycle and pedestrian facilities to provide safe and comfortable places for people to ride bicycles and walk. Research has shown that the provision of high quality bicycle and pedestrian facilities directly leads to an increase in the number of people biking and walking.

In an effort to quantify and track the effectiveness of public investment in infrastructure supporting non-motorized transportation, the City of Omaha is seeking to expand our program of automated bicycle and pedestrian counting. District has allocated \$15,000 in its FY2017 budget to contribute to the City-run program. The funds are intended to reimburse the City for automated counting equipment purchased for the program. The City, through its staff, will install, operate, and maintain the equipment. Data collected will be shared between District and the City, along any other future partners in the program at the discretion of the City.

### II. DUTIES OF CITY

- A. The City agrees to perform services to procure automated counting equipment, install the counting equipment, and operate and maintain counting equipment for the above referenced project. The City will be responsible for the supervision and execution of plans according to the standard City practice. This shall include placement and installation of the counting equipment, collection of data from the count sites, and oversight/supervision for the project. All of the City's work under this Agreement will be subject to the approval of the City's Public Works, Planning, and Parks, Recreation, and Public Property Departments Directors and the Mayor. The City's Public Works, Planning, and Parks, Recreation, and Public Property Departments shall cooperate in good faith in the design and installation of the bicycle facilities, and shall modify the project as necessary to facilitate efficient and safe use of the City's street and trail system and protect public safety.

- B. The City designates Stephen Osberg, Omaha Planning Department, 1819 Farnam Street, Suite 1100, Omaha, NE 68183 as its project manager and contact person for this project.
- C. City agrees to maintain records and accounts sufficient to identify and account for all costs pertaining to the project to assure a proper accounting for all project funds. These records shall be made available to District for audit purposes if needed.

### III. DUTIES OF DISTRICT

- A. District shall provide such authorizations as are necessary to commence or proceed with the project.
- B. District shall pay the City for its reasonable costs charged by material suppliers, provided that District's payment for all costs under this Agreement shall in no event exceed \$15,000. The District shall have the right to request back up documentation for the invoiced costs, if necessary. The express written consent of District shall be required in order to exceed \$15,000.
- C. City may submit monthly invoices to District for its costs under this Agreement. Payment for reasonable costs shall be due on an invoice 30 days after receipt.
- D. District designates Eric Williams, 8901 S 154th St, Omaha, NE 68138 as its contact person for this project.

### IV. OWNERSHIP

All bicycle and pedestrian counting equipment installed on City property or right-of-way pursuant to the terms of this Agreement shall be and remain the property of the City. After the installation of the same, the City may modify such counting equipment where necessary to serve the efficient and safe use of the City's street and trail system and protect public safety. The City shall notify District in advance of any such substantial modifications unless unable to do so due to emergency.

### V. ADDITIONAL SERVICES

In the event additional services for the aforementioned project not covered under this Agreement are required, the City agrees to provide such services.

### VI. SUBCONTRACTORS

The City will be responsible for payments to its subcontractors for their services and materials provided to the City within the scope of this Agreement. Such payments shall be reimbursed by District to the City as provided in Section III of this Agreement.

## VII. INDEMNIFICATION

- A. To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party, its agents and employees, their successors and assigns, individually and collectively, from and against all claims, suits, damages, fines, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the provision of services under this Agreement, for any bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the indemnifying party, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, regardless of whether or not such claim, suit, damage, fine, loss or expense is caused in part by the indemnified party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. This indemnification provision shall survive the termination or expiration of this Agreement.
- B. In claims against any person or entity indemnified under this paragraph by an employee of a party, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for such party under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## VIII. TERM AND TERMINATION OF AGREEMENT

- A. This Agreement shall remain in effect until completion of the work contemplated by it, or December 31, 2017, whichever first occurs. If the work contemplated by this Agreement is not completed by December 31, 2017, the parties may agree, in writing, to an extension of the term of this Agreement.
- B. This agreement may be terminated early by either party upon written notice to the other party of such termination and specifying the effective date at least 30 days prior to the effective date of such termination. In the event of termination, the City shall be entitled to just and equitable payment for services rendered and materials purchased prior to the receipt of the notice of termination.

## IX. GENERAL CONDITIONS

- A. Nondiscrimination. Neither party shall, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, political or religious opinion, color, sex, age, sexual orientation, gender identity, disability or national origin.

- B. Captions. Captions used in this agreement are for convenience and are not used in the construction of this agreement.
- C. Applicable law. Parties to this agreement shall conform with all existing and applicable City ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this agreement.
- D. Interest of the City. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the agreement voidable by the Mayor or Council.
- E. Interest of District. District covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this agreement; it further covenants that in the performance of this agreement, no person having any such interest shall be employed.
- F. Merger. This agreement shall not be merged into any other oral or written agreement, lease or deed of any type. This is the complete and full agreement of the parties.
- G. Modification. This agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.
- H. Assignment. Neither party may assign its rights or duties under this agreement without the express prior written consent of the other party; provided, that the City may perform its duties under this Agreement through contractors and subcontractors as it deems appropriate.
- I. Strict compliance. All provisions of this agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.

[ Signature Page to Follow ]

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

PAPIO-MISSOURI RIVER NATURAL RESOURCES  
DISTRICT, a natural resources district organized and  
existing under the laws of the State of Nebraska

\_\_\_\_\_  
Witness By \_\_\_\_\_  
John Winkler, General Manager

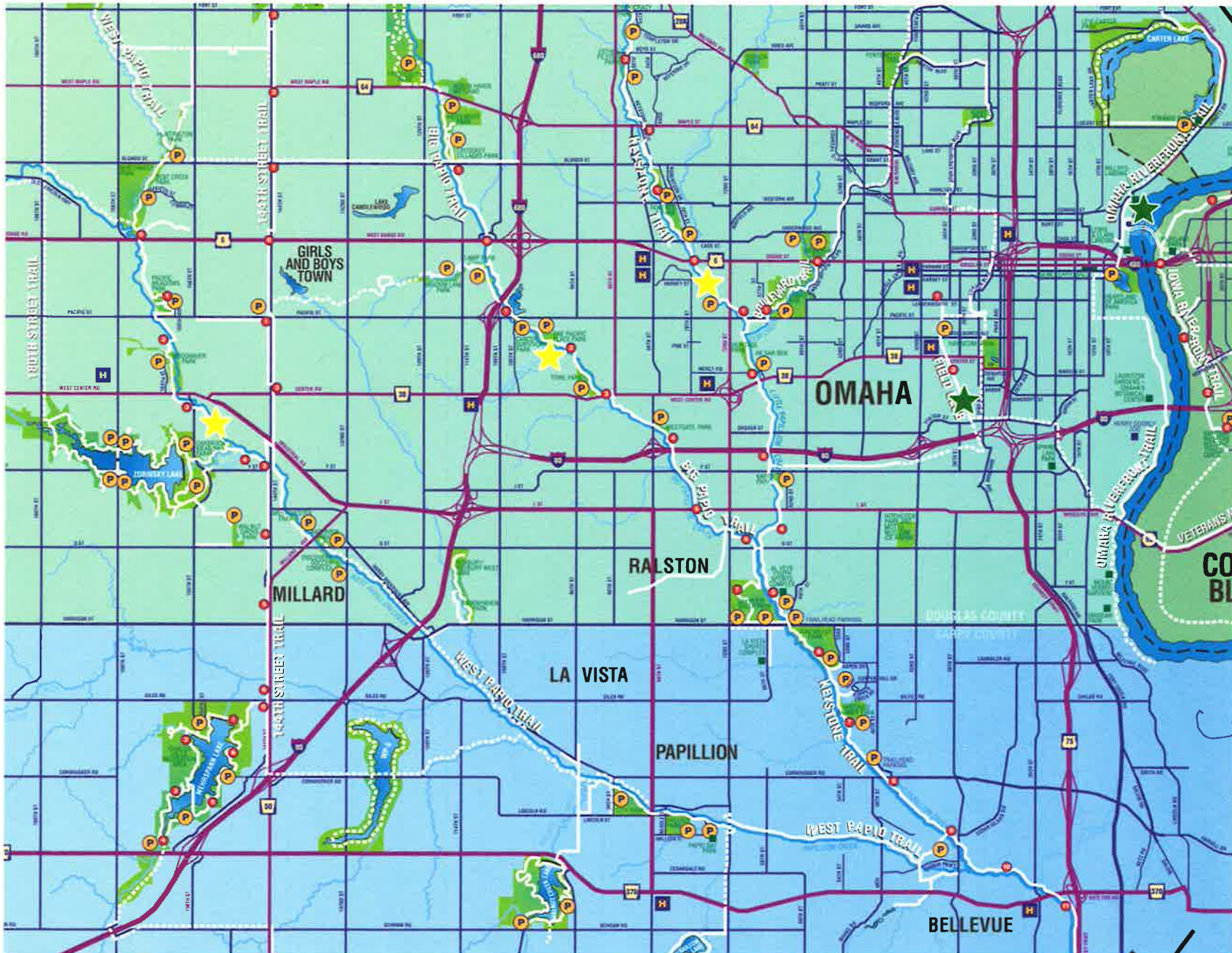
EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

Attest: CITY OF OMAHA, a Municipal  
Corporation

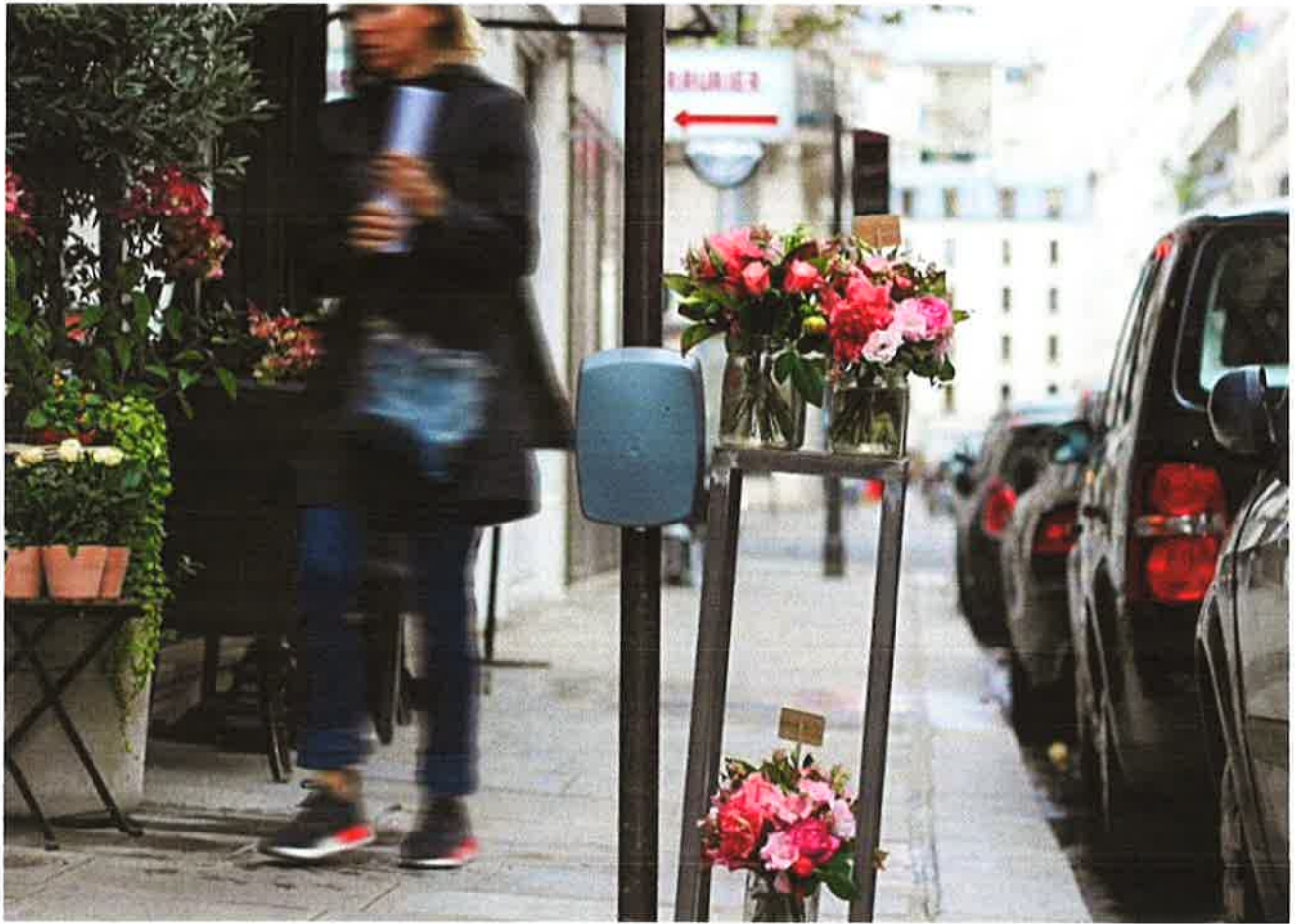
\_\_\_\_\_  
City Clerk By \_\_\_\_\_  
Jean Stothert, Mayor

APPROVED AS TO FORM:

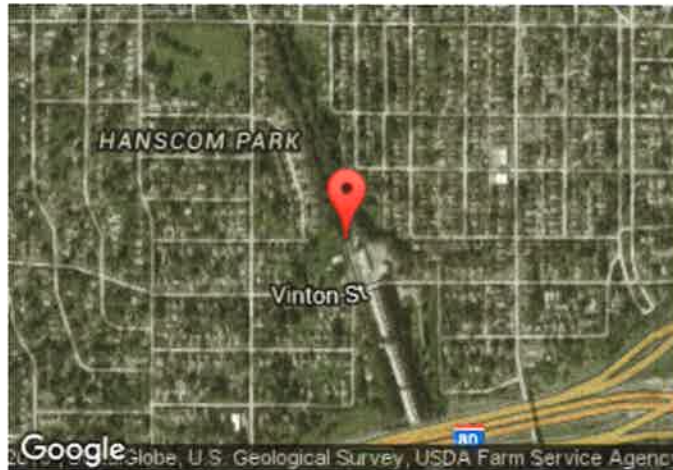
\_\_\_\_\_  
Assistant City Attorney



- ★ Existing Counter Location
- ★ Proposed Counter Location







## Key Figures

- Total Traffic for the Period Analyzed: 9,737
- Daily Average : 541
- Busiest Day of the Week : Wednesday
- Busiest Days of the Period Analyzed:
  1. Tuesday June 07, 2016 (777)
  2. Monday June 06, 2016 (746)
  3. Wednesday June 01, 2016 (714)
- Distribution by Direction:

■ U15G2021997\_IN : 54%

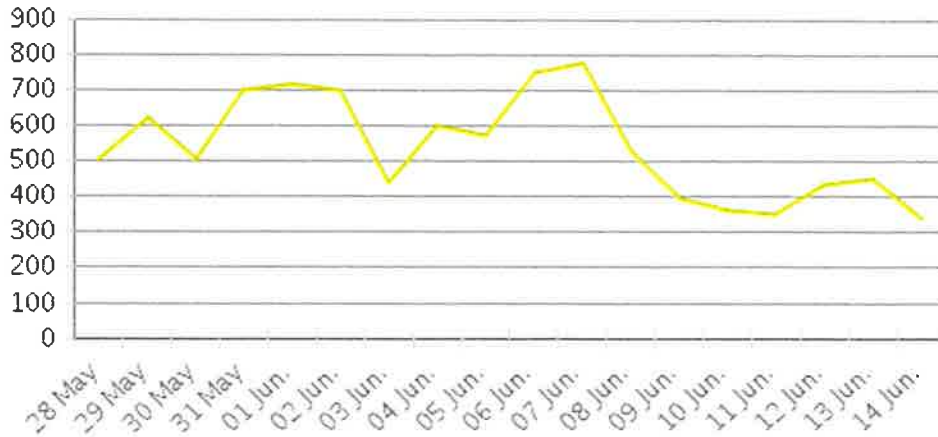
■ U15G2021997\_OUT : 46%



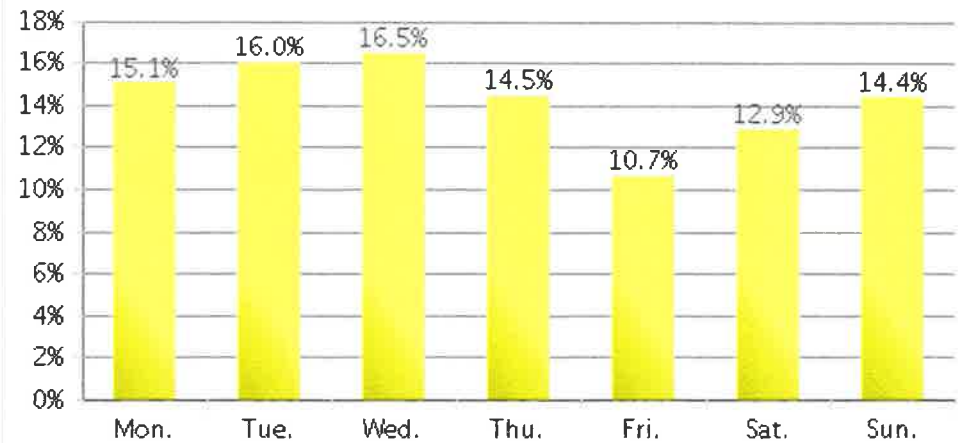
# PYRO-Box 1997

Period Analyzed: Saturday May 28, 2016 to Tuesday June 14, 2016

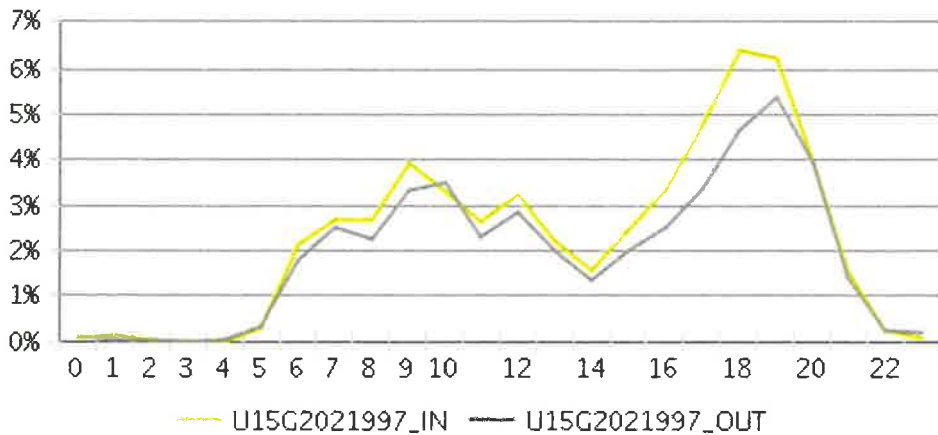
### Daily Data



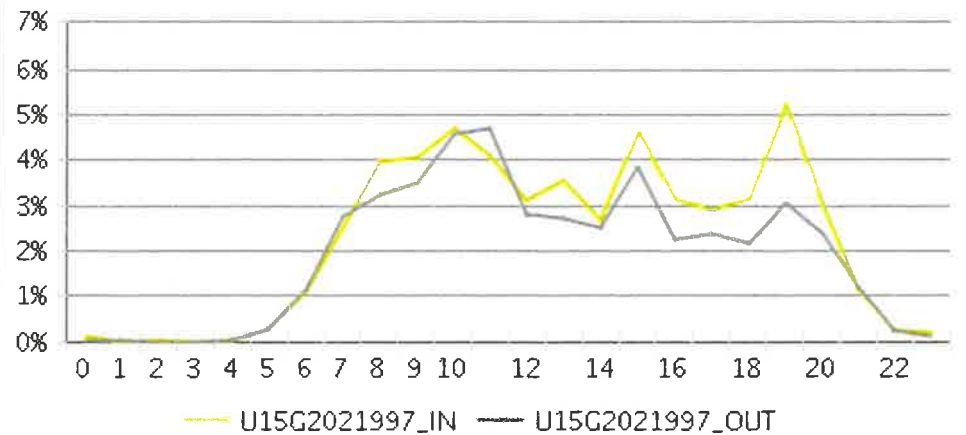
### Weekly Profile

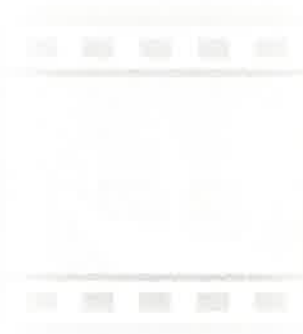
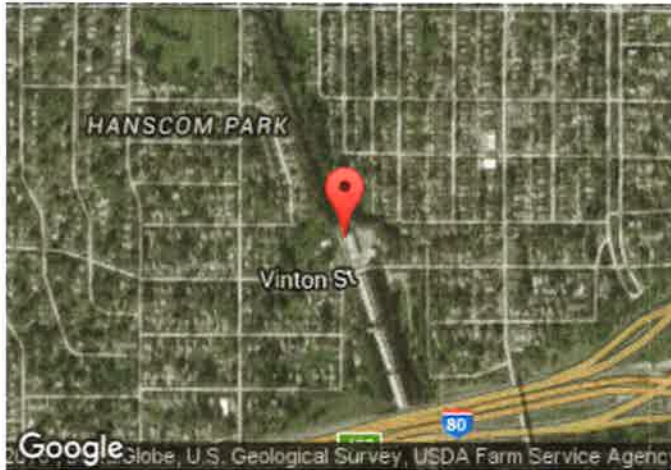


### Hourly Profile during Weekdays



### Hourly Profile during the Weekend



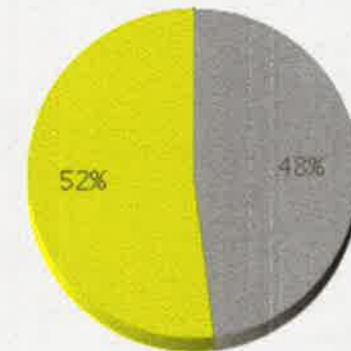


No picture available.  
You can add a picture to the counter's Eco-Visio file.

## Key Figures

- Total Traffic for the Period Analyzed: 4,278
- Daily Average : 238
- Busiest Day of the Week : Sunday
- Busiest Days of the Period Analyzed:
  1. Tuesday June 14, 2016 (364)
  2. Sunday May 29, 2016 (331)
  3. Sunday June 12, 2016 (320)
- Distribution by Direction:

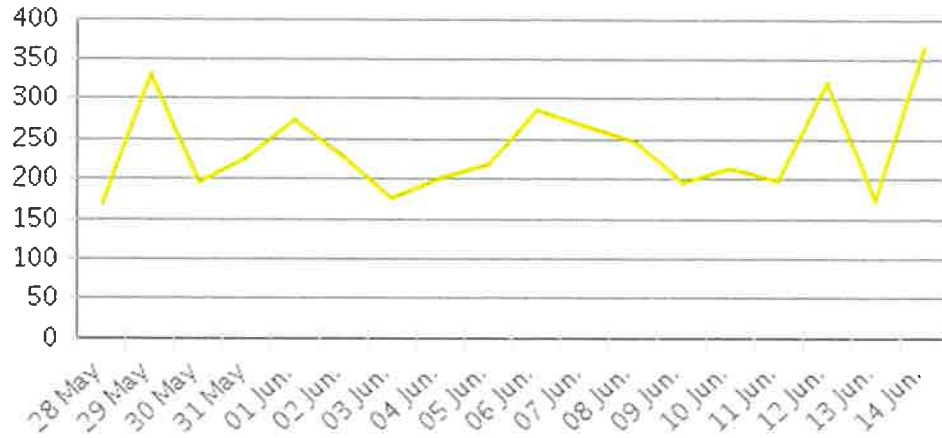
- TUBE Counter 3369\_IN... : 52%
- TUBE Counter 3369\_OU... : 48%



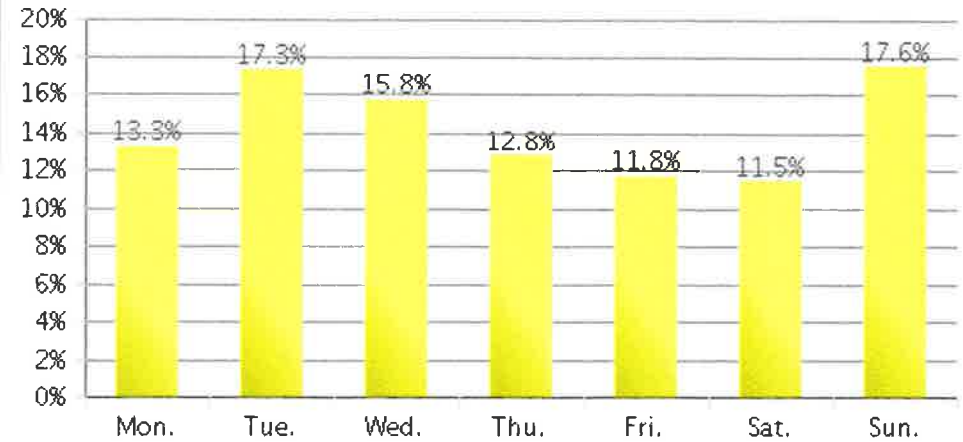
# TUBE Counter 3369

Period Analyzed: Saturday May 28, 2016 to Tuesday June 14, 2016

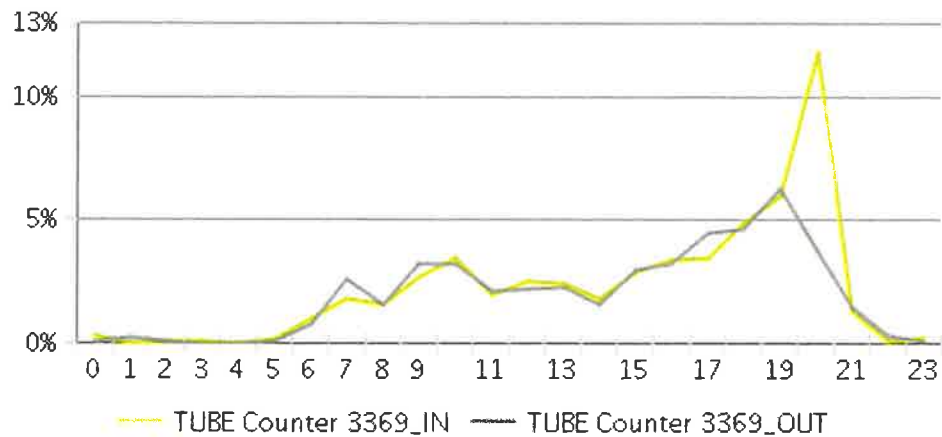
### Daily Data



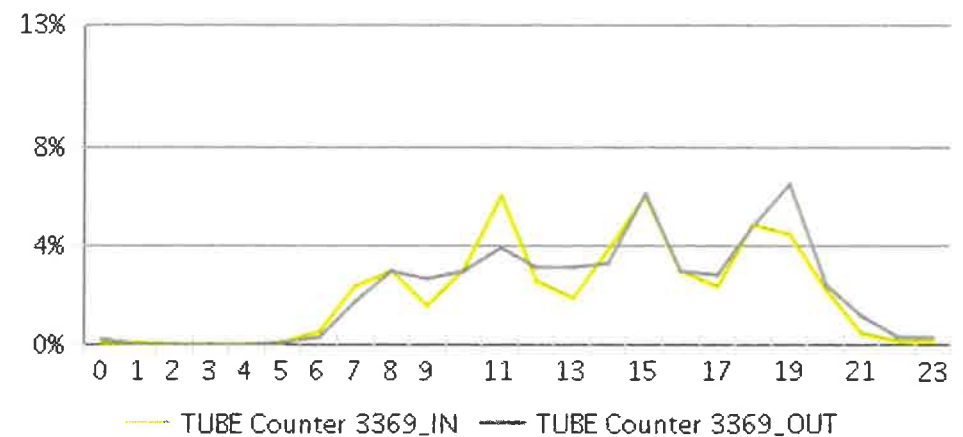
### Weekly Profile



### Hourly Profile during Weekdays



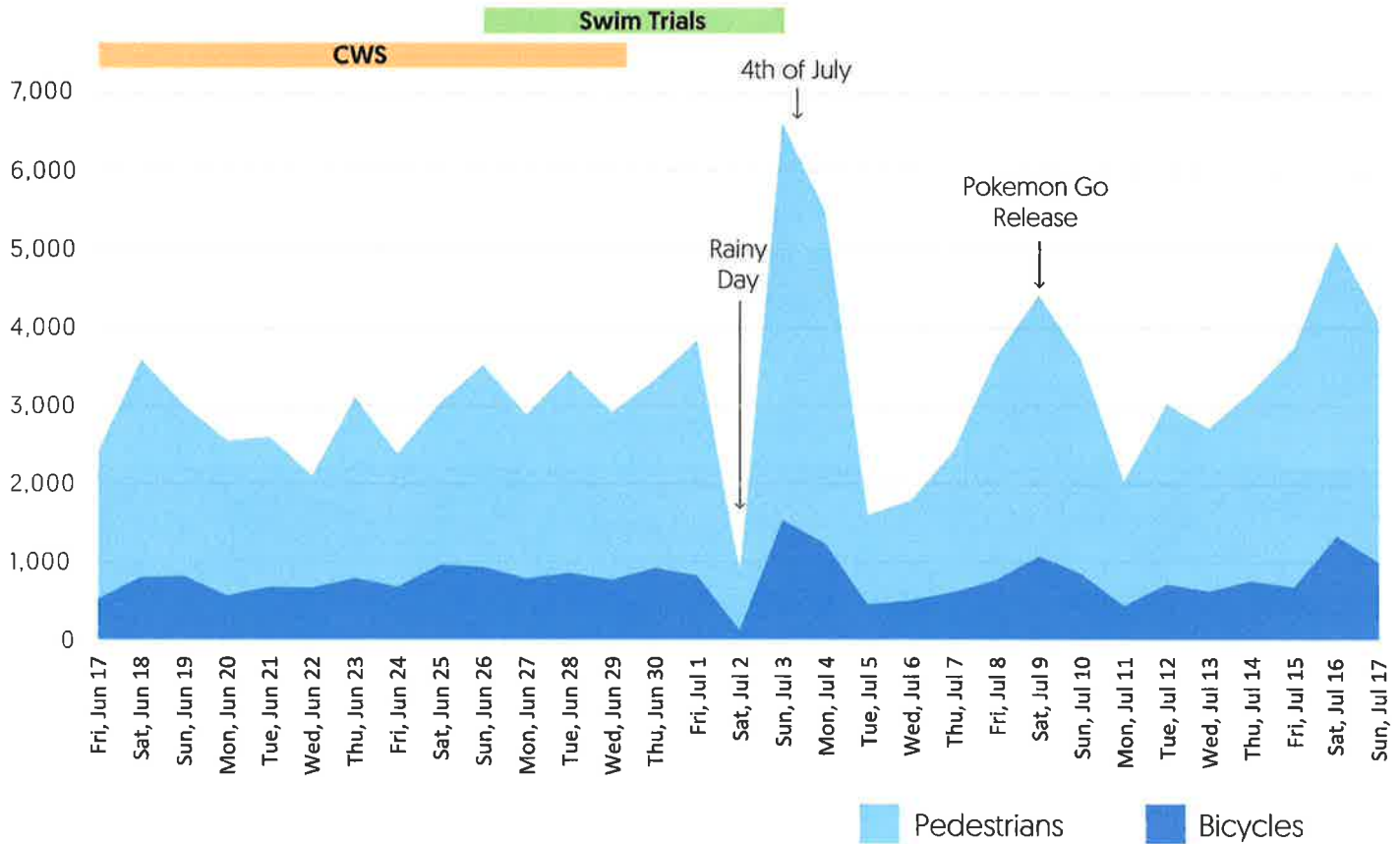
### Hourly Profile during the Weekend



# Bob Kerrey Pedestrian Bridge Use

June 17 - July 17, 2016

Daily Counts



## Average Daily Use

